

BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL
BENCH AT NEW DELHI
O.A. No. 881/ 2022

IN THE MATTER OF:

Rajinder Krishan Sharma IFS (Retd.) & Anr. ...Applicants

Versus

Union of India & Ors.Respondents

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Filed By:

Date: 10.03.2023

Place: New Delhi

Adv. Noopur Singhal
Counsel for Respondent no.5

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REPLY AFFIDAVIT ON BEHALF OF RESPONDENT
NO.5 – HARYANA SHEHRI VIKAS PRADHIKARAN

MOST RESPECTFULLY SHOWETH:

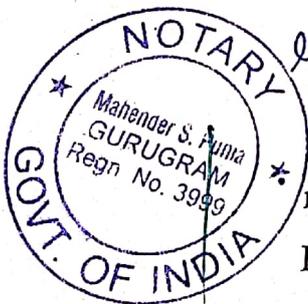
I, Garima Mittal, aged about 38 years working as Administrator, Haryana Shehri Vikas Pradhikaran, Gurugram, do hereby solemnly affirm and state as under:

1. That I am the authorized representative of Respondent no.5 in the present matter and in my official capacity as stated above, I am well conversant with the facts and circumstances of the present matter.
2. That I have read the Original Application filed by the Applicants and deny all the material allegations made thereunder against the answering Respondent.
3. That the present application has been filed by the Original Applicants challenging declaration as to the commercial building project 'Ambience Island Lagoon Apartments' of



respondent no. 8 being illegal, stopping further construction, directing payment of environmental compensation and ordering investigation by CBI regarding conspiracy of suppression of offence of diversion of notified forest land.

4. That it is the case of the Applicant that the Government of Haryana notified Nathupur Bundh as protected forest vide Government of Haryana notification no. S.O 251/C.A.16/27/S.29/81 dated 02.12.1981 and Nathupur drain, on which the above said bundh is constructed as protected forest vide Government of Haryana notification No.S.O.71/C.A.16/27/829/85 dated. 05.07.1985. Protected forest area measuring 4484 square meters of Sikanderpur-Nathupur Bundh involving khasra numbers 526, 527, 528, 529 and 534 of Village Nathupur hadbast no. 67, which also constituted part of Nathupur drain, was illegally diverted by Mr. Raj Singh Gehlot, Director of Ambience Island Lagoon Apartments, Gurgaon for non-forestry activity.
5. That it is humbly submitted above mentioned Khasra Nos. 526, 527, 528, 529 and 534 of Village Nathupur hadbast no. 67 are not acquired by the answering Respondent as such answering Respondent has no role in the present matter. It is further submitted that answering Respondent-HSVP do not provide any licenses to private developers for any project.



6. That in the present matter also project proponent is neither covered under HSVP Act nor any permission from HSVP is required as the land is not of HSVP.

In view of the submissions made above it is humbly submitted that present OA may kindly be dismissed qua the answering respondent.

Date: 10.03.2023
Place: Gurugram


(Garima Mittal)
Administrator, HSVP, Gurugram
On behalf of Respondent No.5

VERIFICATION

Verified at Gurugram on ____ day of March, 2023 that the contents of the above reply are true and correct to my knowledge and belief derived from the official records which I believe to be correct. No part of it is false and nothing has been concealed therein.


(Garima Mittal)
Administrator, HSVP, Gurugram
On behalf of Respondent No.5



ATTESTED

MAHENDER S. PUNIA
ADVOCATE & NOTARY
Distt. Gurugram (Haryana) India

06 MAR 2023



VAKALATNAMA

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL AT NEW DELHI
OA no. 881 OF 2022

IN RE:

Rajinder Krishan Sharma

.....Appellant

Vs

Union of India & Ors

..... Respondents

KNOW ALL to whom these present shall come that I Geetima Mittal the authorized representative of above named Respondent no.5 do hereby appoint

Ms. Noopur Singhal, Advocate (D/842/2007)
Chamber No. 298, Lawyers Block-II, Delhi High Court, New Delhi
Mob. No. 9312765888 Email: noopur4@gmail.com

(herein after called the advocate/s) to be my/our Advocate in the above noted case authorized her :-

To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each Court by me/ us.



present pleadings, appeals cross objections or petitions for execution review, revision, or other petitions or affidavits or other documents as may be deemed necessary or proper for said case in all its stages.

Documents to admit and/or deny the documents of opposite party.

Not to raise the said case or submit to arbitration any differences or disputes that may arise touching to the said case.



things.

To receive money, cheques, cash and grant receipts thereof and to do all other acts and things to be done for the progress and in the course of the prosecution of the said case.

To authorize any other Legal Practitioner, authorizing him to exercise the power and authority hereby granted whenever he may think it to do so and to sign the Power of Attorney on our behalf.

I do hereby agree to ratify and confirm all acts done by the Advocate or her substitute in the said case, as if done by me/us to all intents and purposes.



I / we or my /our duly authorized agent would appear in the Court on all hearings and will appear when the case is called.

I / we hereby agree not to hold the advocate or her substitute responsible for the result of the said case. All costs whenever ordered by the Court shall be of the Advocate which she shall receive and

retain herself.

And I /we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once the fee is paid. I /we will not be entitled for the refund of the same in any case whatsoever. If the case lasts for more than three years, the advocate shall be entitled for additional fee equivalent to half of the agreed fee for every addition three years or part thereof.

IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents the contents of which have been understood by me/us on this 10th day of March, 2023.

Accepted subject to the terms of fees.

ADVOCATE

CLIENT

CLIENT

Administrator
HSVP Gurugram